PO TERMS AND CONDITIONS

1. In accepting this order, Seller acknowledges and agrees to abide by the Conditions of Purchase set forth here. All of the Conditions of Purchase cited here constitute important parts of Seller's Agreement with the University and may materially affect Seller's rights and obligations with respect to Seller's transaction with the University. Seller should review the Conditions of Purchase and be sure Seller understands their rights and obligations before accepting this purchase order. Consult with Seller's attorney if Seller has any questions.

2. All invoices are to be sent to Accounts Payable, UNC Charlotte, 9201 University City Boulevard, Charlotte, NC 28223-0001. It is preferred that invoices be emailed to imagenowap@uncc.edu

3. The University does not pay state or federal taxes unless otherwise required under law or regulation. UNC Charlotte is NC Sales & Use Tax Exempt, #400019.

4. Each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

5. The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.

6. The University is not responsible for goods delivered or services performed without a written purchase order.

7. Any and all payments to the contractor are dependent upon and subject to the availability of funds to UNC Charlotte per the State Budget Act and GS 143 (C).

8. Material Safety Data Sheets on all chemicals should be forwarded to the UNC Charlotte Purchasing Department prior to shipment of materials.

9. The State of North Carolina requires that all electrical items within state owned facilities meet standards of safety required by OSHA standards, Subpart S of 29 CFR Part 1910 and that these items be certified to be safe for use by a Nationally Recognized Testing Laboratory (NRTL).

10. Unless otherwise noted, the contractor shall furnish all material and labor required for the work outlined in these specifications. Unless authorized in writing by the university, the contractor MAY NOT subcontract this work to any other company. All work shall be performed by workers who are employees of the contractor.

11. This Purchase Order and the acceptance of it shall be a contract made in the State of North Carolina and governed by the laws thereof.

12. In case of default by the contractor, UNC Charlotte may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. In the event of default by the Contractor under this contract, the University may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the University has with the Contractor, and de-bar the Contractor from doing future business with the University. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University, and de-bar the Contractor from doing future business with the University.

13. UNC Charlotte payment terms are Net 30 days.